# INDIA NON JUDICIAL

# Government of Karnataka

## e-Stamp

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| **Certificate No.** | : | **IN-KA95748280805905Q** |
| Certificate Issued Date | : | 15-Feb-2018 04:26 PM |
| Account Reference | : | NONACC (FI)/ kaksfcl08/ RAJARAJESHWARI NAGAR/ KA-BN |
| Unique Doc. Reference | : | SUBIN-KAKAKSFCL08410690079275 99Q |
| Purchased by | : | CIVIL QUALITY CONSULTANTS AND ENGINEERS BANGALORE |
| Description of Document | : | Article 12 Bond |
| Description | : | AGREEMENT |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | EXECUTIVE ENGINEER ELECTRICAL RR NAGAR ZONE BBMP |
| Second Party | : | CIVIL QUALITY CONSULTANTS AND ENGINEERS BANGALORE |
| Stamp Duty Paid By | : | CIVIL QUALITY CONSULTANTS AND ENGINEERS BANGALORE |
| Stamp Duty Amount(Rs.) | : | 200 (Two Hundred only) |

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## CONTRACT FOR CONSULTING SERVICES

**Agreement No: EE/ELE/RRN/AG/** 39 **/2017-18** **Dated:** 23/02/2018

THIS CONTRACT is entered into on the 23rd th Day of February-2018 between Executive Engineer (Electrical), Rajarajeshwari Nagar Zone, BBMP ("the Client") having its principal place of business at RR Nagar, BEML 3RD Stage Bangalore-98.

And

M/s Civil Quality and Consultant Engineers ("the Consultant") having its principal office located at No-39, 5th cross Javaregowda Nagar, RR Nagar, Near Ideal Homes, Bangalore-98.

For CIVIL QUALITY CONSULTANTS & ENGINEERS

Consultant

Authorised Signatory

Executive Engineer (Ele.)
R.R Nagar Zone.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and WHEREAS, the Consultant is willing to perform these services, "Providing Providing Consultancy services for Preparation DPR for the work of Preparation of **Detailed Project Report for the work of Providing LED Street lights in HMT Layout, Brundavan Nagar,SBM Colony and other places of ward no-17,JP park.**

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services:**
   (i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
   (ii) The Consultant shall provide the personnel listed in Attachment B, "Consultant's Personnel" to perform the Services.
   (iii The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. **Term:**
   The Consultant shall perform the Services during the period commencing from_____ and continuing through the up to 30 Days from the date of Start or any other period as may be subsequently agreed by the parties in writing.

3. **Payment:**
   A. Ceiling
   For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs. 1,99,000/- (Rupees One Lakh Ninty Nine Thousand only)** that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

4. **Contract Administration:**
   A. Coordinator:
   The Client designates Assist Executive Engineer (Ele), RR Nagar Zone, As Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the Client and for receiving and approving invoices for the payment.
   B. Reports:
   The Reports listed in Attachment C, "Consultant's Reporting Obligations" shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Clause 3.

For CIVIL CONSULTANTS
Consultant
Authorised Signatory

Executive Engineer (Ele.)
R.R Nagar Zone.

5. **Performance Standards:**
The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality:**
The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Ownership of Material:**
Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. **Consultants not to be engaged in certain activities:**
The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services(other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance:**
The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of , or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. **Assignment:**
The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. **Law governing the Contract:**
The contract shall be governed by the Laws of India.

For CIVIL ...

Consultant
Authorised Signatory

Executive Engineer (Ele.)
R.R Nagar Zone.

**12. Indemnify the Client:**

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

**13. Taxes:**

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Consultancy Service tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.

| **For the Consultant** | **The Client** |
|---|---|
| Signed By: | Signed By: |
| **Name and Designation** | **Name:** |
| Date:<br>Place: Bangalore | Date:<br>Place:Bangalore |

For CIVIL QUALITY CONSULTANTS & ENGINEERS
Authorised Signatory

For CIVIL QUALITY CONSULTANTS & ENGINEERS
Authorised Signatory

Consultant

Executive Engineer (Ele.)
R.R Nagar Zone.